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**UTILITY DECLARATION
AND POWER OF ATTORNEY**
Utility Application

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **SYSTEM AND METHOD FOR VOICE TRANSMISSION OVER NETWORK PROTOCOLS** the specification of which was filed on November 5, 1999 as United States Application Serial No. 09/434,619.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Date of Filing	Priority Claimed	
			Yes	No

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Number	Parent Filing Date	Status-Patented, Pending or Abandoned

POWER OF ATTORNEY: As a named inventor, I hereby appoint as my attorneys and/or agents, with full power of substitution and revocation, to prosecute this application and transact all business in the United States Patent and Trademark Office, and in countries other than the United States, and to do all things necessary or appropriate therefor before any competent International Authorities in connection with any international patent application(s) corresponding to the above-identified invention application, all of the registered practioners identified by:

Customer Number 22249



place customer number bar code label here

LYON & LYON LLP
Suite 4700
633 W. Fifth Street
Los Angeles, CA 90071

Please address all correspondence to the attention of **Keith Kind**, at the above-identified Customer Number, and direct all telephone calls to **(858) 552-8400**, extension **5503**.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

201	FULL NAME OF INVENTOR	FIRST Name Andrew	MIDDLE Initial W.	LAST Name Scherpbier	
	RESIDENCE & CITIZENSHIP	City San Diego	State or Foreign Country California		Country of Citizenship U.S.
	POST OFFICE ADDRESS	11430 Eastview Court	City San Diego	State or Country CA	Zip Code 92131
INVENTOR'S SIGNATURE		<i>Andrew</i>		DATE <i>1/10/2000</i>	

202	FULL NAME OF INVENTOR	FIRST Name Mark	MIDDLE Initial Randle	LAST Name Boyns	
	RESIDENCE & CITIZENSHIP	City Alpine	State or Foreign Country California		Country of Citizenship U.S.
	POST OFFICE ADDRESS	3154 Via Viejas	City Alpine	State or Country CA	Zip Code 91901
INVENTOR'S SIGNATURE		<i>Mark</i>		DATE <i>1/10/2000</i>	

JUN 13 2000

AGREEMENT OF MERGER

BILL JONES, Secretary of State

This Agreement of Merger (this "Agreement") is made and entered into as of June 12, 2000 by and between Contigo Software, Inc., a California corporation ("Contigo"), and CSI Acquisition Corporation ("Sub"), a California corporation and wholly-owned subsidiary of Evoke Communications, Inc., a Delaware corporation ("Evoke"). Contigo and Sub are sometimes jointly referred to herein as the "Constituent Corporations."

INTENDING TO BE LEGALLY BOUND, and in consideration of the promises and material covenants and agreements contained herein, the Constituent Corporations hereby agree as follows:

ARTICLE I

The Merger1.1. Merger of Sub With and Into Contigo.

(a) Filing. This Agreement, together with the officers' certificates of each of the Constituent Corporations required by the Corporations Code of California ("CCC") shall be filed with the Secretary of State of the State of California as specified in the Merger Agreement.

(b) Agreement to Acquire Contigo. Subject to the terms of this Agreement and in accordance with the Agreement and Plan of Reorganization dated as of March 24, 2000 (as amended by that Amendment to Agreement and Plan of Reorganization dated as of April 7, 2000, the "Merger Agreement"), among Contigo, Sub and Evoke, Sub shall be merged with and into Contigo (the "Merger"), with Contigo continuing as the surviving corporation and as a wholly-owned subsidiary of Evoke (the "Surviving Corporation"). As used herein, the term "Evoke Common Stock" shall mean the Common Stock, \$0.001 par value per share, of Evoke, and the term "Closing" shall mean the closing of the Merger pursuant to the Merger Agreement.

(b) Effective Time of the Merger. The Merger shall become effective at such time (the "Effective Time") as this Agreement and the officers' certificates of each Constituent Corporation are accepted by the Secretary of State of the State of California pursuant to Section 1103 of the CCC.

1.2 Effect of the Merger: Additional Actions.

(a) Effects. The Merger shall have the effects set forth in Section 1107 of the CCC.

(b) Additional Actions. If, at any time after the Effective Time, any further action is necessary or desirable to consummate the Merger, to carry out the purposes of the Merger Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Contigo and Sub, the officers and directors of the Contigo and Evoke are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

ARTICLE II

The Surviving Corporation

2.1 [Reserved.]

2.2 Directors and Officers. The directors of Sub immediately prior to the Effective Time shall become the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation. The officers of Sub immediately prior to the Effective Time shall become the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

ARTICLE III

Effect of the Merger on the Capital Stock of the Constituent Corporations; Exchange of Certificates

3.1 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Evoke, Sub, Contigo or any holder of any shares of Contigo Common Stock or Contigo Preferred Stock:

(a) Capital Stock of Sub. Each issued and outstanding share of capital stock of Sub shall be converted into one validly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation. Each stock certificate of Sub evidencing ownership of any such shares shall thereafter evidence ownership of shares of common stock of the Surviving Corporation.

(b) Conversion of Contigo Common Stock. Each outstanding share of Contigo Common Stock immediately prior to the Effective Time (other than shares, if any, held by persons exercising dissenters' rights in accordance with the CCC ("Common Dissenting Shares")) shall be cancelled and extinguished and shall, upon the surrender of the certificate representing such share of Contigo Common Stock, be converted automatically into the right to receive a fraction of a share of Evoke Common Stock equal to the Exchange Ratio. As used herein, the "Exchange Ratio" shall equal the quotient obtained by dividing (i) 9,000,000 by (ii) the sum of: (x) the aggregate total number of shares of common stock, preferred stock and any other capital stock of Contigo outstanding immediately prior to the Effective Time (in the case of convertible securities, computed on a Contigo Common Stock equivalent basis, giving effect to the conversion ratio governing each such convertible security but without giving effect to any and all declared or accumulated and unpaid dividends) and (y) the aggregate number of shares of capital stock of Contigo subject to any issued and outstanding options, warrants and other rights ("Contigo Options") to acquire or receive Contigo capital stock, whether or not vested (in the case of Contigo Options, if any, exercisable for convertible securities, computed on a Contigo Common Stock equivalent basis, giving effect to the conversion ratio governing each such

convertible security but without giving effect to any and all declared or accumulated and unpaid dividends) outstanding immediately prior to the Effective Time, except for Contigo Options which by their terms can never be exercisable after the Merger.

(c) Conversion of Contigo Preferred Stock. Each outstanding share of each class of Contigo Preferred Stock immediately prior to the Effective Time (other than shares, if any, held by persons exercising dissenters' rights in accordance with the CCC (together with the Common Dissenting Shares, the "Dissenting Shares")) shall be cancelled and extinguished and shall, upon the surrender of the certificate representing such share of Contigo Preferred Stock, be converted automatically into the right to receive cash as described below plus a fraction of a share of Evoke Common Stock equal to the Exchange Ratio, applied to such share of Contigo Preferred Stock on a Contigo Common Stock equivalent basis (but without giving effect to any and all declared or accumulated and unpaid dividends). Such conversion shall constitute a forgiveness and cancellation, in effect, of any and all declared or accumulated and unpaid dividends on such Contigo Preferred Stock. The cash amount to be received upon such conversion shall be \$2.2472 per share of Series A Preferred Stock (such cash amount to be received by all holders of Series A Preferred Stock not to exceed \$300,001.20 in the aggregate), \$2.2472 per share of Series B Preferred Stock (such cash amount to be received by all holders of Series B Preferred Stock not to exceed \$300,001.20 in the aggregate), \$3.00 per share of Series C Preferred Stock (such cash amount to be received by all holders of Series C Preferred Stock not to exceed \$500,001.00 in the aggregate) and zero per share of Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock. Such cash payment (if any) and issuance of Evoke Common Stock shall satisfy all rights of such Preferred Stock holders with respect to their liquidation preference.

(d) Dissenters' Rights. If holders of Contigo capital stock have perfected any dissenters' rights in connection with the Merger under the CCC, any Dissenting Shares held by such holders shall not be cancelled but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the CCC unless and until such holder shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to purchase and payment under the CCC.

3.2 Effect on Options. At the Effective Time all issued and outstanding options, warrants and other rights to acquire or receive Contigo capital stock (the "Contigo Options"), except for Contigo Options which by their terms can never be exercisable after the Merger, shall be converted into an option to acquire, on the same terms and conditions as were applicable under such Contigo Options, shares of Evoke Common Stock at a price and in an amount adjusted to grant to the holder thereof substantially equivalent economic value before and after the Effective Time.

3.3 General.

(a) Fractional Shares. No fractional shares of Evoke Common Stock shall be issued, but in lieu thereof, the number of shares otherwise issuable to any holder of Contigo Preferred Stock, Contigo Options (each on a Contigo Common Stock equivalent basis) or Contigo Common Stock shall be rounded down to the nearest whole share of Evoke Common

Stock and an appropriate cash adjustment shall be made to reflect the value of the fractional share not received.

(b) Escrow. Following the Effective Time or such later time as may be determined pursuant to the provisions of the Merger Agreement, Evoke will deposit in escrow certificates representing 10% of the total number of shares of Evoke Common Stock to be issued or reserved to the shareholders and optionholders, as applicable, of Contigo in the Merger to be held as security for the indemnification obligations of Contigo in accordance with the terms of the Merger Agreement.

ARTICLE IV

Termination

4.1 Termination by Mutual Agreement. This Agreement may be terminated at any time prior to the Effective Time by mutual written consent of the Constituent Corporations or if the Merger Agreement is terminated as provided therein.

4.2 Effects of Termination. In the event of the termination of this Agreement, this Agreement shall become void and there shall be no liability on the part of any of Contigo, Sub, or Evoke or their respective officers or directors, except as otherwise provided in the Merger Agreement.

ARTICLE V

General Provisions

5.1 Amendment. This Agreement may be amended by the parties hereto at any time prior to the Effective Time by execution of an instrument in writing signed on behalf of each of the parties hereto after compliance with Section 1104 of the California Corporations Code.

5.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

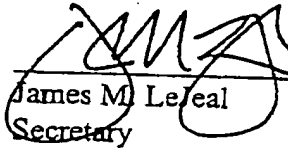
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

CSI ACQUISITION CORPORATION

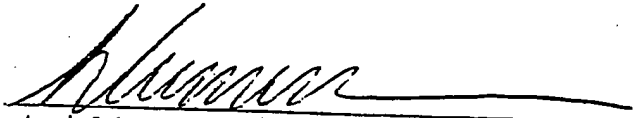


Paul A. Berberian
President and Chief Executive Officer

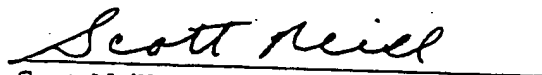


James M. LeJeal
Secretary

CONTIGO SOFTWARE, INC.



Amir Moussavian
Chairman and CEO



Scott Neill
Secretary

CONTIGO SOFTWARE, INC.

OFFICERS' CERTIFICATE

Amir Moussavian and Scott Neill hereby certify that:

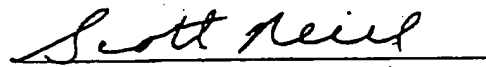
1. They are the Chief Executive Officer and Secretary, respectively, of Contigo Software, Inc., a California corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Merger Agreement") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of common stock outstanding, designated "Common Stock," of which 4,493,481 shares were outstanding and entitled to vote on the merger.
4. The Corporation has one class of preferred stock outstanding, divided into seven series, designated Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock, respectively. The number of shares of preferred stock outstanding and entitled to vote on the Merger was 1,241,850. The number of shares of each series of preferred stock outstanding and entitled to vote on the merger were as follows:

Series A Preferred Stock	133,500 shares
Series B Preferred Stock	133,500 shares
Series C Preferred Stock	166,667 shares
Series D Preferred Stock	133,333 shares
Series E Preferred Stock	105,066 shares
Series F Preferred Stock	300,000 shares
Series G Preferred Stock	269,784 shares

5. The principal terms of the Merger Agreement were approved by the shareholders of the Corporation by a vote of a number of shares which equaled or exceeded the vote required. The vote required was greater than 50% of the outstanding shares of Common Stock, greater than 50% of the outstanding shares of preferred stock, greater than 50% of the outstanding shares of Series A Preferred Stock, greater than 50% of the outstanding shares of Series B Preferred Stock, and greater than 50% of the outstanding shares of Series C, Series D, Series E, Series F and Series G Preferred Stock (voting together as if constituting a separate class).

The undersigned declare under penalty of perjury that the matters set out in the foregoing Certificate are true of their own knowledge. Executed at San Diego, California on June 12, 2000.


Amir Moussavian, Chairman and CEO


Scott Neill, Secretary

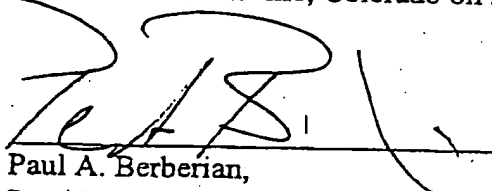
CSI Acquisition Corporation
(Disappearing Corporation)

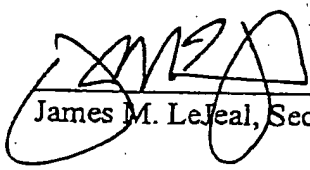
OFFICERS' CERTIFICATE

Paul A. Berberian and James M. LeJeal hereby certify that:

1. They are the President and Secretary, respectively, of CSI Acquisition Corporation, a California corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Merger Agreement") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of stock outstanding, designated "Common Stock," of which 100 shares were outstanding and entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the sole shareholder of the Corporation by a vote of a number of shares which equaled or exceeded the vote required. The vote required was greater than 50% of the outstanding shares of Common Stock.
5. The vote of the of shareholders of Evoke Communications, Inc., the parent of the Corporation, which parent corporation is issuing and/or reserving for issuance equity securities to the shareholders, optionholders and warrant holders of Contigo Software, Inc. pursuant to the Merger Agreement, was not required.

The undersigned declare under penalty of perjury that the matters set out in the foregoing Certificate are true of their own knowledge Executed at Louisville, Colorado on June 12, 2000.


Paul A. Berberian,
President and Chief Executive Officer


James M. LeJeal, Secretary



State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"EC MERGER, INC.", A DELAWARE CORPORATION,
WITH AND INTO "EVOKE COMMUNICATIONS, INC." UNDER THE NAME OF
"RAINDANCE COMMUNICATIONS, INC.", A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF MAY, A.D. 2001, AT
9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1135162

2741821 8100M

010232783

DATE: 05-15-01

**CERTIFICATE OF OWNERSHIP
MERGING**

EC MERGER, INC.
(a Delaware corporation)

INTO

EVOKE COMMUNICATIONS, INC.
(a Delaware corporation)

(Pursuant to Section 253 of the General Corporation Law of Delaware)

EVOKE COMMUNICATIONS, INC. (the "Surviving Corporation"), a corporation incorporated on the 17th day of April, 1997 pursuant to the provisions of the General Corporation Law of the State of Delaware, **DOES HEREBY CERTIFY AND RESOLVE** as follows:

WHEREAS, the Surviving Corporation lawfully owns 100% of the capital stock of **EC MERGER, INC.** (the "Disappearing Corporation"), a corporation incorporated on the 11th day of May, 2001 pursuant to the provisions of the General Corporation Law of the State of Delaware; and

WHEREAS, the Surviving Corporation, by resolutions of its Board of Directors duly adopted on March 20, 2001, such resolutions being attached hereto as Attachment 1, determined to merge into itself the Disappearing Corporation; and

WHEREAS, the Disappearing Corporation, by resolutions of its Board of Directors duly adopted on May 11, 2001 and in accordance with the provisions of Section 253 of the General Corporation Law of the State of Delaware, adopted, approved, certified, executed and acknowledged the merger of itself into the Surviving Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Surviving Corporation will merge into itself the Disappearing Corporation and assume all of the liabilities and obligations of the Disappearing Corporation; and

RESOLVED FURTHER, that the officers of the Surviving Corporation be, and each of them hereby is, directed to make and execute a Certificate of Ownership setting forth a copy of the resolutions to merge into itself the Disappearing Corporation and assume the liabilities and obligations of the Disappearing Corporation, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware; and

RESOLVED FURTHER, that the Surviving Corporation relinquishes its corporate name ("Evoke Communications, Inc.") and assumes in place thereof the name "Raindance Communications, Inc."; and

RESOLVED FURTHER, that the officers of the Surviving Corporation be, and each of them

hereby is, authorized and directed to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, documents, instruments and other papers and to do and cause to be done all such acts and things, in the name and on behalf of the Surviving Corporation and under its corporate seal or otherwise, as may be deemed necessary, appropriate, advisable or desirable to fully effectuate the purpose and intent of the foregoing resolutions; and

RESOLVED FURTHER, that the Board hereby ratifies and confirms any and all actions taken by the officers heretofore and hereafter to accomplish the purposes and intents of the foregoing resolutions.

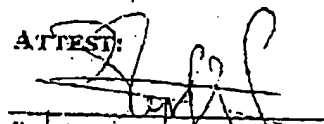
IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate to be signed by its President and Chief Executive Officer and attested by its Secretary on this 15th day of May, 2001.

By:



Paul A. Berberian
President and Chief Executive Officer

ATTEST:


Stephanie A. Anagnostou
Secretary

ATTACHMENT 1

RESOLUTIONS OF THE BOARD OF DIRECTORS OF EVOKE COMMUNICATIONS, INC.

NAME CHANGE

WHEREAS, the Board of Directors believes that a change of the Company's name to Raindance Communications, Inc. would be in the best interests of the Company and its stockholders.

NOW, THEREFORE, BE IT RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to cause the formation and organization of a Delaware corporation, EC Merger, Inc., a Delaware corporation ("Merger Company"), pursuant to a Certificate of Incorporation, in substantially the form attached hereto as Exhibit A; and

RESOLVED FURTHER, that the Company shall purchase 10 shares of Common Stock, \$.001 par value, of Merger Company for a total purchase price of \$0.10; and that the officers of the Company be, and each of them hereby is, authorized to represent on behalf of the Company that such securities are being purchased for the account of the Company for investment and not with a view to or for sale in connection with any distribution of such securities.

RESOLVED FURTHER, that the Company shall change its name by effecting a merger (the "Merger") of Merger Company with and into the Company;

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take such further action, including but not limited to providing notification of the Merger to any other appropriate governmental or regulatory agencies, and filing of any forms and documents with such agencies as may be required or advisable by them or by law; and

SHORT-FORM MERGER

WHEREAS, the Company (the "Surviving Corporation") will lawfully acquire 100% of the outstanding capital stock of Merger Company (the "Disappearing Corporation"), a corporation organized and existing under the laws of the State of Delaware; and

WHEREAS, Surviving Corporation desires to merge into itself the said Disappearing Corporation and to be possessed of all the estate, property, rights, privileges and franchises of said corporation.

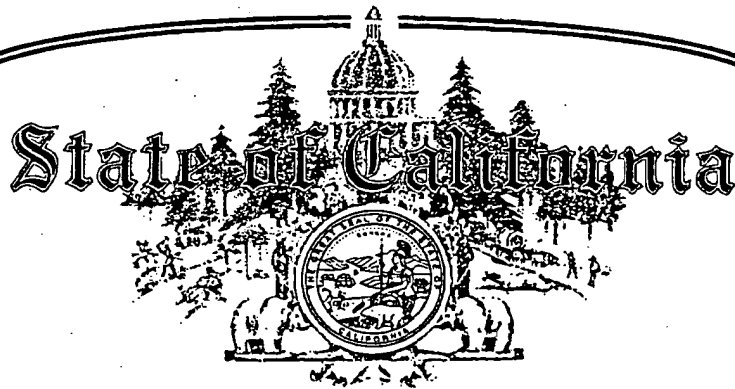
NOW, THEREFORE, BE IT RESOLVED, that Surviving Corporation is hereby authorized to merge into itself said Disappearing Corporation and, upon the effective date of such merger, shall assume all of its liabilities and obligations;

FURTHER RESOLVED, that, upon the effective date of such merger, the authorized officers of the Surviving Corporation be, and each of them hereby is, directed to make and execute a certificate of ownership setting forth a copy of the resolutions to merge said Disappearing Corporation and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware; and further

FURTHER RESOLVED that, upon the effective date of the merger, Surviving Corporation shall relinquish its corporate name ("Evoke Communications, Inc.") and shall assume in place thereof the name "Raindance Communications, Inc.";

FURTHER RESOLVED, that the Chief Executive Officer and President; the Chief Financial Officer and the General Counsel (each a "Proper Officer" and collectively the "Proper Officers") of the Surviving Corporation be, and each one of them acting alone or with one or more other Proper Officers hereby is, authorized and directed to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, documents, instruments and other papers and to do and cause to be done all such acts and things, in the name and on behalf of the Surviving Corporation and under its corporate seal or otherwise, as may be deemed necessary, appropriate, advisable or desirable to fully effectuate the purpose and intent of the foregoing resolutions; and

FURTHER RESOLVED, that the Board hereby ratifies and confirms any and all actions taken by the Proper Officers heretofore and hereafter to accomplish the purposes and intents of the foregoing resolutions.



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 8 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 26 2000

Bill Jones

Secretary of State